

FAMILY CAREGIVER SUPPORT PROGRAM REQUEST FOR PROPOSALS (RFP) #1142

**Contra Costa County
Area Agency on Aging**

Total Amount Available: \$400,000

July 1, 2015 – June 30, 2016

All Proposals MUST be received prior to:

5:00 PM, Monday December 15, 2014

~No proposals will be accepted after this date & time~

AT

**Employment & Human Services Department
Attention: Contracts Unit
40 Douglas Drive
Martinez, California 94553**

RFP #1142 Proposed Time Line

The proposed time line for this RFP Process is as follows:

CCC Board of Supervisors Authorization for Release of RFP #1142	10/7/14
Posting of RFP #1142	Effective 10/23/14
Scheduled Mandatory Bidder's Conference at EHSD 40 Douglas Dr., Martinez, CA 94553, Conference Room 101-102 (<u>only</u> individuals/organizations with representatives attending the Bidder's Conference may submit a proposal).	11/17/14 Monday 10:00am-noon
PROPOSAL DUE DATE (proposals must be complete). All RFP #1142 Proposals must be submitted to EHSD, Contracts Unit, 40 Douglas Dr., Martinez, CA 94553. Proposals will NOT be accepted after this date and time.	Monday 12/15/14 5:00pm
EHSD Contracts Unit compliance submission review	12/15/14-12/19/14
RFP Proposal Fiscal review	12/19/14-1/2/15
Program RFP proposal review and evaluation	12/19/15-2/6/15
Adult and Aging Planning Commission recommendation review	2/9/15
Adult and Aging Advisory Council recommendation review	2/18/15
Notification to bidders of proposed funding recommendations	February 2015
Appeal period – 10 working days	3/2/15-3/13/15
Contract negotiation	March-April 2015
Contract & funding recommendations to the CCC Board of Supervisors	May 2015
Contract term	7/1/15-6/30/16

FAMILY CAREGIVER SUPPORT PROGRAM

Contra-Costa County Area Agency on Aging's vision for the Family Caregiver Support Program is to empower and sustain **caregivers** by assuring that a comprehensive system of support services is both visible and accessible to them. This vision includes the creation and expansion of programs that offer Information Services, Access Assistance, Support Services, Respite Care, and Supplemental Services.

Family Caregiver Support Program services will be integrated into the existing network of aging services in Contra Costa County and will support the County's overall goal of a seamless system of care.

CONTRA COSTA COUNTY

MISSION STATEMENT

THE MISSION is to provide leadership in addressing issues that relate to older Californians, to develop community-based systems of care that provide services which support independence within California's interdependent society, and which protects the quality of life of older adults and persons with functional impairments, and to promote citizen involvement in the planning and delivery of service.

REQUEST FOR PROPOSAL

FAMILY CAREGIVER SUPPORT PROGRAM

TITLE III E (III E) - OLDER AMERICANS ACT

DATE OF NOTICE 2014

Please Note: All dates included in this Request for Proposal are contingent upon the approval of the Contra Costa County Board of Supervisors and, therefore, are subject to change.

The Contra Costa County Area Agency on Aging is providing notice regarding a Request for Proposal (RFP) for the Family Caregiver Support Program (FCSP) as found in the Older Americans Act (OAA), Title III, Part E, Section(s) 371 through 374.

ELIGIBLE SERVICE POPULATION

FAMILY CAREGIVER - 18 OR OLDER -adult family member or another individual who is an informal provider of in-home and community care to an older individual. (“Older individual” is defined as one who is 60 or older or a person of any age with Alzheimer’s disease or a related disorder with neurological and organic brain dysfunction.) Family Caregivers cannot receive FCSP-funded respite and supplemental services under this section unless the Care Receiver meets the more restrictive eligibility criteria specified in Title III, Part E, Section 373 (c) (1) (B) of the OAA and the definition of “frail” in OAA Section 102, (26). Meets eligibility criteria for Older Americans Act Programs, Title III, Part E, Section 372(2) Family Caregiver is used interchangeably with “informal caregiver”. “Informal” means that the care is not provided as part of a public or private formal service program. A Family Caregiver provides care without pay. Family Caregiver Services Provider (FCSP) cannot be used to pay the Family Caregiver a stipend or salary for providing care.

Care Receiver Criteria which qualifies the above Caregiver to receive Title III E Funded Services: Age 60 or Older – Meets the criteria for Older Americans Act programs Title III, Part E, Section 373(a)(1) and Title I, Section 102(28)

- **Caregiver not Care Receiver**
- **Caregiver (informal) providing care without pay [OAA 382(2)]**
- **Individuals are not considered III E eligible caregivers during the time they are employed as a chore worker (IHSS) for the care receiver.**

TARGETING MANDATES

Under federal mandates of the Older American's Act (OAA), services must pay particular attention to those **caregivers** 60 years of age or older with particular attention given to members of one or more of the following target groups identified as demonstrating the ***greatest economic and social need***. In particular:

- Low-Income
- Non- or Limited- English Speaking
- Minority
- Frail
- Individuals living in rural areas
- Older individuals with brain dysfunction
- Respite and Supplemental Services are provided to caregivers of older adults who are determined to be **frail** because of 2 Activities of Daily Living (ADL) or cognitive impairments posing a serious health or safety risk.
- **Care receivers** either 18 or younger or 60 or older **with developmental disabilities**

PROGRAM FUNDING AND CONTRACT DURATION

- **Up to \$400,000** is available under Title III E, Older Americans Act.

Awarded bidders will be required to enter into a Standard County Contract for said services. FCSP programs are to be operational commencing July 1, 2015 through June 30, 2016.

The Board of Supervisors, designated by the State of California in 1975 as the Area Agency on Aging for Planning and Service Area #07, is the body authorized to award a contract under Title III E of the Older Americans Act.

All Bidders applying can be Private for Profit, Public or Non-Profit Incorporated entities, or individuals in good standing.

PURPOSE

Contra Costa County Area Agency on Aging will award FCSP contracts in order to provide support services to caregivers in the following program categories:

- **Information Services** to caregivers about available services which is defined as Public Information on Caregiving and Community Education on Caregiving.
- **Access Assistance** to assist caregivers in gaining access to the services which is defined as Caregiver Outreach, Caregiver Information and Assistance, Caregiver Interpretation / Translation, and Caregiver Legal Resource.
- **Support Services** including Caregiver Assessment, Caregiver Counseling, Caregiver Peer Counseling, Caregiver Support Group, Caregiver Training, Caregiver Case Management.

- **Respite Care** to enable caregivers to be temporarily relieved from their caregiving responsibilities by providing **temporary**, substitute supports or living arrangements for a brief period of relief or rest for the caregiver in the form of Respite In Home Supervision, Respite Homemaker Assistance, Respite In Home Personal Care, Respite Home Chore, Respite Out of Home Day Care, and Respite Out of Home Overnight Care.
- **Supplemental Services** (on a limited basis) to complement the care provided by caregivers such Assistive Devices for Caregiving, Home Adaptations for Caregiving, Caregiving Services Registry, and Caregiving Emergency Cash / Material Aid.

Note: A Maximum of 30% of total funds can be allocated to provide Supplemental Services.

- **Title III E Family Caregiver Support Program Service Categories / Service Units / Definitions / Examples: Please refer to Attachment 5 for a comprehensive listing and definition of Service Categories, Service Units / Definitions / Examples**
- **Policy Clarifications**
 - **Contracting and Budgeting by Each Service Category**
 - ◆ **Contract Scope of Work should contain each service category to be funded**
 - ◆ **Budget should reflect amount budgeted by each service category and service unit.**
 - **Data Validation**
 - ◆ **III E funded units of service documented in a Caregiver (CG) record should be distinguished from the provision of other service units paid with other funds in support of the care recipient.**
 - **“Primary” Caregiver**
 - ◆ **There is no restriction on the number of care recipients that may be assisted by a single informal caregiver (CG team approach).**
 - **Temporary Respite**
 - ◆ **Caregivers are to be temporarily relieved from their caregiving responsibilities for a brief period of relief or rest.**
 - ◆ **Temporarily means during a limited time, and not an hourly augmentation of an adult day care participant day.**
 - **Respite – Eligible Activities**
 - ◆ **III E funds can be used to hire someone to watch the care recipient while the CG is away at a spa, resort, or restaurant, BUT III E funds cannot be used to pay the costs for the spa, resort, or restaurant.**

- **IHSS Workers as Caregivers**
 - ◆ **FCSP funds can only assist an eligible caregiver for care responsibilities that the caregiver is not formally paid to provide as an authorized IHSS service.**
 - III E funds cannot pay for IHSS worker training, additional IHSS hours, or respite from IHSS reimbursed responsibilities.**
- **Service Fees (Title III OAA)**
 - ◆ **Fee generating policies (sliding scale) or billing practices are not allowed.**
 - ◆ **Caregiver cannot be required to prepay for services even if reimbursement is available.**
- **Voluntary Contributions (Title III OAA)**
 - ◆ **Caregiver not care recipients can be provided an opportunity to voluntarily contribute to the cost of the service, but there is no obligation to contribute.**
- **Case Management for Caregivers**
 - ◆ **Case Management services are provided directly to the CG not to the care recipient**
- **Income Support/Material Aid**
 - ◆ **Emergency cash or service vouchers are given directly to the CG for the purchase of materials or services on an emergency basis. These funds cannot be used to pay the CG for leisure-related activities.**
- **Funding Supplements not Supplants**
 - ◆ **AAA ensures III E funds supplement and not supplant other AAA efforts that may indirectly support informal CG.**
 - ◆ **Respite is not made available where a formal service provider is already funded to be responsible for the care recipient (Adult Daycare (ADC) for “day” of service or Residential Care Facility for the Elderly (RCFE) “24-hour” care).**
- **Monitoring**
 - ◆ **Annual onsite assessments of service providers shall be conducted by the AAAs to ensure the eligible service population is served and to protect maintenance of effort requirements.**
- **Program Service Area (PSA)**
 - ◆ **III E services are for clients (caregivers) within a PSA. It is not based on where the care recipient lives.**

RFP COMPONENTS

Attachment 1:	Bidders' Instructions
Attachment 2:	Request for Proposal (RFP) Requirements
Attachment 3:	Face Sheet Proposal for Service Program Funds
Attachment 4:	Bidders' Statement of Qualifications
Attachment 5:	Program Information
Attachment 6:	Proposal Specifications
Attachment 7:	Proposal Evaluation Process
Exhibit A:	Sample Budget Request for Proposal - Fiscal
Exhibit B:	Contract Specifications and Insurance Requirements
Exhibit C:	General Conditions
Exhibit D:	Family Caregiver Support Program Form Monthly 186 Report Form

Address all correspondence to and submit completed Proposal to:

Employee & Human Services Department
Attention: Contracts Unit RFP #1142
40 Douglas Drive
Martinez, CA 94553-4359

BIDDERS' INSTRUCTIONS

Bidder will submit a proposal for provision of services under Title III E of the Older Americans Act, National Family Caregivers Support Program in accordance with all Federal, State and County regulations. Failure to respond to any of the components in the RFP may result in disqualification. Proposals should be completed as follows:

A. Attachment 2: REQUEST FOR PROPOSAL (RFP) REQUIREMENTS

1. Review for compliance to RFP requirements.

B. Attachment 3: FACE SHEET - PROPOSAL FOR SERVICE PROGRAM FUNDS

1. Complete, sign, and attach to your proposal.

C. Attachment 4: BIDDERS' STATEMENT OF QUALIFICATIONS

1. Submit a statement addressing each of the eight components.

D. Attachment 5: PROGRAM INFORMATION

Family Caregivers Support Program

1. Review goal and requirements.
2. Review term definitions for clarity.
3. Review service delivery categories, contract period, service areas and reporting requirements.

E. Attachment 6: PROPOSAL SPECIFICATIONS

1. The proposal specifications must be typed. Answers should be double spaced.
2. Begin a separate 8.5" x 11" sheet of paper for each numbered subsection. Write the section number and topic on the top of the page and underline the topic.
3. Be sure your answers are clear and complete and address the question raised. Clarity and conciseness will be appreciated by those reviewing the proposals.
4. Your proposal should include separate sections for:

- SERVICE DELIVERY
 - ORGANIZATIONAL CAPACITY TO PROVIDE SERVICE
 - ADDITIONAL RESOURCES
 - OUTREACH/TARGETING
 - COORDINATION WITH SENIOR INFORMATION & REFERRAL
 - STAFF EXPERIENCE
 - FISCAL SPECIFICATIONS
 - INTERAGENCY COLLABORATION
 - PROGRAM INNOVATION
5. Label attachments as they relate to the subject.

The selected proposal will be made a part of the awarded contract but is subject to negotiated modifications or revisions by the County to assure that necessary program requirements are covered before the contract is finalized.

REQUEST FOR PROPOSAL (RFP) REQUIREMENTS

The Bidder requirements in this section are mandatory and failure to comply will deem the proposal unresponsive. The County reserves the right to waive any non-material variation.

1. All Bidders shall complete and submit **one original (signed in blue ink) and ten (10) copies** of their proposals, complete with sealed cover, by mail or hand-delivered, to the address shown on the Request for Proposal (RFP) Notice and to be **received** no later than 5:00, **Monday December 15, 2014**. Submission must include Bidder identification, return address, and be marked with RFP #1142. Proposals received later than 5:00 PM will be considered to be late and unacceptable.
2. Proposals and required attachments shall be submitted as specified herein and signed by an official authorized to bind the bidder to its provisions. If not submitted in the form specified, a proposal may be considered only if the Bidder meets all the terms and conditions of the RFP. All costs incurred in the preparation of a proposal responding to the RFP will be the responsibility of the bidder. Due date and time will not be waived.
3. Any modification or withdrawal of a proposal by a Bidder shall be subject to the conditions set forth in paragraph 2 above. In addition, a proposal may be withdrawn in person by a Bidder's authorized representative prior to Monday December 15, 2014, 5:00 PM. Should a proposal be withdrawn, the Bidder must have proof of identify of himself/herself and sign a receipt attesting to receipt of the withdrawn proposal.
4. Regulations which govern the operation of the Older Americans Act Title III programs include Title III Federal Regulations, California Department of Aging Program Manual Requirements, and the Contractor Procedures Manual which details the policies and procedures required for all contracts administered by the Employment and Human Services Department. In addition, demographic data, fiscal reference guides and description of an appeal process are available. These materials will be available for review by **appointment only** between **9:00 A.M.** and **4:00 P.M.**, Monday through Friday, from **Monday, November 17, 2014, through Friday, December 5, 2014** at the following location:

Employment and Human Services Department
Aging and Adult Services
300 Ellinwood Drive
Pleasant Hill, CA

Please contact Scott Danielson at (925) 602-4174 for an appointment to view the materials.

5. The Employment and Human Services Department may issue an RFP amendment to make changes or corrections or provide additional data, which will be sent to each specific Bidder who attended the Mandatory Bidder's Conference. The Department may extend the RFP submission date if necessary to allow Bidders adequate time to consider such information and submit required data; all Bidders would be notified.
6. The RFP process may be cancelled in writing by the Employment and Human Services Department prior to award if the County Board of Supervisors determines that cancellation is in the best interest of the County.
7. Award of a contract by the Board of Supervisors will constitute acceptance of a proposal subject to any appeals. All Bidders will be notified of this decision in writing.
8. Appeals must be submitted in writing in accordance with this RFP paragraphs 10 through 14 below.

9. **A MANDATORY RFP Bidders Conference** for prospective contractors will be held Monday November 17, 2014 at 40 Douglas Drive, Room 101/102, Martinez, CA from 10:00 am to 12 noon. **For a proposal to receive consideration, bidder's representative must attend and sign in at this Bidder's Conference.** If a representative is not at the Bidder's Conference and does not sign in, a proposal will NOT be accepted from the individual/agency.
10. Only bidders who have submitted a proposal in accordance with RFP#1142 may appeal the RFP process and contract award. Any protest to the RFP process and contract awards must be submitted in writing to the address shown on the Request for Proposal (RFP) Notice, ATTN: Director, within the 10 working day appeal period as noticed in the recommendation letter sent to all bidders.
11. Any contract awarded under this RFP is awarded subject to pending or perfected appeals/protests. The contract is subject to cancellation or to modification by the Employment and Human Services Dept. in accordance with the resolution of any such appeal/protest.
12. Appeals must be postmarked or received within 10 working days after Board of Supervisors contract award(s)/decision.
13. Any appellant is entitled to appeal a decision made by the County with a written appeal to the California Department of Aging (CDA), 1300 National Drive Suite 200 Sacramento, CA 95834 and submit a copy of the appeal to the Employment and Human Services Department, Area Agency on Aging, Aging and Adult Services Bureau, 300 Ellinwood Way, Pleasant Hill, CA 94523.
14. All written Appeal Letters must state the following:
 - The issue(s) appealed
 - How the alleged claim detrimentally effects the entity appealing, and,
 - The rectification sought by the appellant

Appeals unresolved by the initial appeal process may be pursued with the Contra Costa County Board of Supervisors as part of the public award action (action requesting authority to enter into contract(s) with the successful bidder(s)).

FACE SHEET
PROPOSAL FOR SERVICE PROGRAM FUNDS

Employment and Human Services Department
Attn: Contracts Unit, RFP #1142
40 Douglas Drive
Martinez, CA 94553-4359

1. TITLE OF PROPOSED PROJECT

2. LEGAL NAME OF CORPORATION
(name, street, city, zip, phone)

3. PRIMARY CONTACT PERSON
(name, title, address, phone)

4. TAX PAYER ID#

Check one:

☐ Public Agency
☐ Private, For-Profit Agency
☐ Private, Non-profit Agency
☐ Other - Specify _____

5. ADDRESS(ES) WHERE PROPOSED
PROGRAM WILL BE CONDUCTED

6. NAME OF OFFICIAL AUTHORIZED
TO SIGN FOR BIDDER'S

7. NAME AND TITLE OF PERSON TO
WHOM CONTRACT PAYMENTS
SHOULD BE SENT

8. PROPOSED PROJECT PERIOD
Start Date_____End Date_____

9. PROPOSED BUDGET FOR THE **FAMILY CAREGIVER SUPPORT PROGRAM**

\$ _____
Federal Funds
Requested 75%

\$ _____
Non-Federal Match
25%

\$ _____
Total Budget

10. TERMS AND CONDITIONS:

It is understood and agreed by the undersigned that: 1) funds awarded as a result of this proposal are to be expended for the purposes set forth herein and in accordance with all applicable laws, regulations, policies, and procedures of the County and the California Department of Aging and Administration on Aging, U.S. Department of Health and Human Services; 2) any proposed changes in the proposal as approved will be submitted in writing by the Bidder and upon written notification of approval by the County shall be deemed incorporated into and become part of this agreement; 3) funds awarded by the Board of Supervisors may be terminated at any time if any terms, conditions, and/or requirements of this agreement are not fulfilled; 4) this proposal is made without collusion with any other party; 5) only the Bidder named above is a party to this proposal; 6) if this proposal is accepted by the Board of Supervisors of Contra Costa County, Bidder will enter into a standard contract with Contra Costa County to provide all work specified herein at the costs which are proposed; 7) the attached documentation is submitted in support of the Bidder's proposal; 8) Bidder agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Bidder's qualifications; 9) Bidder agrees to allow the County, State, and Federal governments to audit Bidder's financial and other records.

11. SIGNATURE OF OFFICIAL (NAMED ABOVE IN ITEM 6.) DATE:

(THIS FORM MUST ACCOMPANY THE PROPOSAL PACKAGE and be the TOP page of the submission WHEN SUBMITTED.)

BIDDER'S
STATEMENT OF QUALIFICATIONS

Bidder will submit a statement of experience, which shall include but not be limited to the following:

1. Agency purpose, goals and programs.
2. Number of years the Bidder has been in business under the present business name, as well as related prior business names and number of years, etc. Number of years of experience Bidder has had in providing the required, equivalent or related services.
3. Details of any failure or refusals to complete a contract. An agreement to allow County to contact contractors for whom Bidder is currently subcontracting for information relative to prospective contractor's performance. Specify any current contracts for the same or similar service.
4. Litigation and investigations, involving Bidder or any principal officers thereof, in connection with contracts for similar services.
5. Business or professional licenses or certificates required by the nature of the contract work to be performed and held by the Bidder.
6. An agreement to provide the County with any other information the County determines is necessary for an accurate determination of the prospective contractor's qualifications to perform services.
7. Attach the following (as applicable):
 - List of Board of Directors.
 - Articles of incorporation/bylaws.
8. Attach appropriate document authorizing the agency to contract with the County, e.g. board of directors' resolution.

PROGRAM INFORMATION

Service Categories
Service Units/Definitions/Examples

- I. **Information Services** means the provision of public information on caregiving and/or community education on caregiving, including information about available services.

California Department of Aging (CDA) unit: 1 activity (examples included in Service Definitions)

OAA 373(b) (1) requires: Information to caregivers about available services.

Administration on Aging (AoA) National Aging Program Information Systems (NAPIS): *Information Services* -- A service for caregivers that provides the public and individuals with information on resources and services available to the individuals within their communities. [Note: service units for information services are for activities directed to large audiences of current or potential caregivers such as disseminating publications, conducting media campaigns, and other similar activities.]

NAPIS unit measurement: One Activity

NAPIS client data: Estimated Audience Size (Note: client duplication allowed)

- A. **Public Information on Caregiving** means an *Information Service* designed to provide information about available FCSP and other caregiver support resources and services by disseminating publications, conducting media campaigns, and maintaining electronic information systems.

Examples: quarterly newsletter = four activities
Public announcement aired multiple times = one activity

- B. **Community Education on Caregiving** means an *Information Service* designed to educate groups of current or potential caregivers and those who may provide them with assistance about available FCSP and other caregiver support resources and services.

Examples: booth at spring and fall health fairs = two activities
multiple "Making the Link" visits with medical staff = one activity

- II. **Access Assistance** means the provision of caregiver outreach, caregiver information and assistance, caregiver interpretation/translation services in order to link caregivers to the opportunities and services that are available and caregiver legal resources.

CDA unit: 1 contact (see Service Definitions below for examples)

NAPIS: *Access Assistance* -- A service that assists caregivers in obtaining access to services and resources available within their communities. To the maximum extent practicable, it ensures individuals receive the services needed by establishing adequate follow-up procedures.

A. **Caregiver Outreach** means an *Access Assistance* service involving interventions (one-on-one contacts with individuals) initiated by an agency or provider for the purpose of identifying caregivers and encouraging their use of existing caregiver support services.

*Examples: staff initiated well-being checks via phone call or direct contact,
Caregiver Info Van staff initiated contacts in front of local market*

NAPIS: *Outreach* – Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients (or their caregivers) and encouraging their use of existing services

B. **Caregiver Information and Assistance** means an *Access Assistance* service that:

1. Provides caregivers with information on services available within the communities, including information related to assistive technology and information particularly for older individuals at risk of institutional placement.
2. Links caregivers to the services and opportunities that are available within the communities; and to the maximum extent practicable, establishes adequate follow-up procedures (caregiver may remain anonymous & refuse follow-up contact).

NAPIS: *Information and Assistance* -- A service that: (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures. *Internet web site "hits" are to be counted **only** if information is requested and supplied.]*

OAA 102(a) (28) (A) requires providing information related to assistive technology.

OAA 102(a) (28) (E) (iii) requires Information and Assistance services to place particular emphasis on "older individuals at risk for institutional placement.

NAPIS unit measurement: One Contact

NAPIS client data: Estimated **Un**uplicated Number of Caregivers

C. **Caregiver Interpretation/Translation** means an *Access Assistance* service for the provision of bilingual communication assistance to a caregiver in order to access assistance and receive support for his or her caregiving responsibilities.

*Examples: staff interpreting dialogue between caregiver and care consultant
staff translating an elder's prescription drug label for his caregiver*

NAPIS unit measurement: One Contact

NAPIS client data: Estimated **Un**uplicated Number of Caregivers

D. Caregiver Legal Resources means an Access Assistance service involving one on one guidance provided by an attorney (or person under the supervision of an attorney) in the use of legal resources and services when assisting a caregiver with caregiving-related legal issues.

NAPIS unit measurement: One Contact

NAPIS client data: Estimated Unduplicated Number of Caregivers

III. Support Services means the provision of caregiver assessment, caregiver counseling, caregiver peer counseling, caregiver support groups, caregiver training, and (if necessary) caregiver case management.

CDA unit: 1 hour (time includes preparation, service provision, related travel)

OAA 373(b)(3) requires: individual counseling, organization of support groups, and caregiver training to assist the caregivers in the areas of health, nutrition, and financial literacy, and in making decisions and solving problems relating to their caregiving roles.

A. Caregiver Assessment means a *Support Service* conducted by persons trained & experienced in the skills required to deliver the service that *should* result in a plan that includes emergency back-up provisions and is periodically updated; and will explore options and courses of action for caregivers by identifying their:

1. Willingness to provide care;
2. Duration and care frequency preferences;
3. Caregiving abilities;
4. Physical health, psychological, social support, and training needs;
5. Financial resources relative for caregiving; and
6. Strengths and weaknesses within the immediate caregiving environment and (caregiver's) extended informal support system.

B. Caregiver Counseling means a *Support Service* provided to a caregiver by a person appropriately trained and experienced in the skills required to deliver the level of counseling service, *which may range from guidance with the responsibilities of the caregiving role to therapy for stress, depression and loss*; and:

1. May involve his or her informal support system; and
May be individual direct sessions and/or telephone consultations and may address caregiving related financial and long term care placement responsibilities.

NAPIS: *Counseling/Support Groups/ Caregiver Training* -- Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiving roles. This includes counseling to individuals, support groups, and caregiver training (of individual caregivers and families).

NAPIS unit measurement: One hour

NAPIS client data: Unduplicated Number of “Registered” Caregivers

- C. **Caregiver Peer Counseling** means a *Support Service* provided by experienced volunteers on the condition that appropriate training and qualified supervision protocols are in place.
- D. **Caregiver Support Group** means a *Supportive Service* provided to a group of 3-12 caregivers that is led by a competent facilitator; conducted at least monthly *within a supportive setting or via a controlled access, moderated online or teleconference approach*; for the purpose of sharing experiences and ideas to ease the stress of caregiving and enhancing decision making and problem solving related to their caregiving responsibilities.
- E. **Caregiver Training** means a *Supportive Service* consisting of workshops *or one-on-one individually tailored sessions*, conducted either in person *or electronically* by a skilled trainer, to assist caregivers in developing the skills and gaining the knowledge necessary to meet and enhance their caregiving responsibilities; and shall address the areas of health, nutrition, and financial literacy.

*Examples: daily care management,
Disease progression,
behavior interventions and coping skills,
assistive technology and home adaptation options,
supplemental resources and services,
legal issues and family caregiver rights,
and emergency and long-term care planning.*

- F. **Case Management** means a *Support Service* provided by a person who is trained and experienced in the skills that are required to coordinate and monitor the provision of formal caregiver-related services in circumstances where caregivers are experiencing diminished capacities due to mental impairment or temporary severe stress and/or depression.

*Examples: temporary basis while stressed,
caregiving spouse re-stabilizes,
ongoing basis to assist mentally impaired son with household management, who
otherwise is capable of meeting parent's needs*

OAA 102(a)(11)(A)(i): Case management shall be provided by an individual who is trained or experienced in the case management skills required that are required to deliver the services.

- IV. **Respite Care** means a brief period of relief or rest from caregiving responsibilities, and is provided to caregivers on an intermittent, occasional, or emergency basis in a manner that responds to the individual needs and preferences of the caregivers and their care receivers, *rather than a pre-established set amount offered on a "first come, first served" waiting list basis*.

Respite Care shall be provided only to a caregiver of a care receiver having two or more activities of daily living limitations or a cognitive impairment.

CDA unit: 1 hour (time includes service provision and related travel)

Examples of “temporary” Respite Care:

Intermittent – Time off a few hours once a week for a limited time to give the caregiver a planned or unscheduled break.

Occasional – Time off for the caregiver to attend a special event.

Emergency – Extended break to address an intervening circumstance, such as caregiver emotional stress or hospitalization and recovery.

OAA 373(b) (4) requires: respite care to enable caregivers to be **temporarily** relieved from their caregiving responsibilities.

OAA 373(c)(1)(B) requires, in the case of caregivers (but not grandparents), that Respite Care is provided only to those caring for a frail elder, as specified in OAA 102(a)(22).

NAPIS: *Respite Care* -- Services which offer **temporary**, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers.

NAPIS: *Respite Care* -- Respite Care includes: (1) In-home respite (personal care, homemaker, and other in-home respite); (2) respite provided by attendance of the care recipient at a senior center or other nonresidential program; (3) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver; and (for grandparents caring for children) summer camps.

NAPIS unit measurement: “One Hour (or 1 Payment)”

NAPIS client data: Unduplicated Number of Registered Caregivers

- A. **Respite In-Home Supervision** means *Temporary Respite Care* that includes the provision of care receiver day and/or overnight supervision and *friendly visiting* by an appropriately skilled provider *or volunteer* in order to prevent wandering and health or safety incidents.
- B. **Respite Homemaker Assistance** means *Temporary Respite Care* that includes the provision of care receiver assistance with meal preparation, medication management, using the phone, and/or light housework (along with care receiver supervision) by an appropriately skilled provider *or volunteer*.
- C. **Respite In-Home Personal Care** means *Temporary Respite Care* that includes the provision of care receiver assistance with eating, bathing, toileting, transferring, and/or dressing (along with care receiver supervision and related homemaker assistance) by an appropriately skilled provider.
- D. **Respite Home Chore** means *Temporary Respite Care* that includes an appropriately skilled provider *or volunteer* assisting a caregiver with heavy housework, yard work, and/or sidewalk and other routine home maintenance (but not structural repairs) associated with caregiving responsibilities.
- E. **Respite Out-of-Home Day** means *Temporary Respite Care* where the care receiver attends a supervised/protective, congregate setting during some portion of a day, and includes access to social and recreational activities.

F. **Respite Out-of-Home Overnight** means *Temporary Respite Care* where the care receiver is temporarily placed in a supervised/protective, residential setting for one or more nights, and may include access to nursing and personal care.

V. **Supplemental Services** means caregiver-centered assistance offered on a limited basis to support and strengthen the caregiving efforts.

Supplemental Services shall be provided only to a caregiver of a care receiver having two or more activities of daily living limitations or a cognitive impairment, or to a caregiver who is the grandparent or older adult relative caring for a child.

Note: A Maximum of 30% of total funds can be allocated to provide Supplemental Services.

CDA unit: performance measures are included with each Service Definition

OAA 373(b) (5) requires: Supplemental services, on limited basis, to complement the care provided by caregivers.

OAA 373(c)(1)(B) requires, in the case of caregivers (but not grandparents), that Supplemental Services are provided only to those caring for a frail elder, as specified in OAA 102(a)(22).

AOA NAPIS: Services provided on a limited basis to complement the care provided by caregivers. Examples of supplemental services include, but are not limited to, home modifications, assistive technologies, emergency response systems, and incontinence supplies.

A. **Assistive Devices for Caregiving** means a *Supplemental Service* involving the purchase, rental and/or service fee of any equipment or product system (*ranging from a lift chair or bathtub transfer bench to an electronic pill dispenser or emergency alert fall prevention device*) that will facilitate and enhance the caregiving role.

CDA Unit: 1 device for one client equals one occurrence.

NAPIS unit measurement: “One Occurrence”

NAPIS client data: Unduplicated Number of Registered Caregivers

OAA 102(a) (8): The term “assistive device” includes assistive technology devices and services.

B. **Home Adaptations for Caregiving** means a *Supplemental Service* that makes any minor or major physical change to the home in order to facilitate and enhance the caregiving role (*ranging from installation of grab bars or replacement of door handles to construction of an entrance ramp or roll-in shower*) in order to fulfill caregiving responsibilities.

CDA Unit: 1 modification to one home equals one occurrence.

- C. **Caregiving Services Registry** means a *Supplemental Service* that recruits, screens, and maintains a listing of dependable, qualified self-employed homemaker or respite care workers who may be matched with caregivers willing to utilize personal resources to pay for assistance with their *caregiving responsibilities*. Both the caregiver and self-employed worker will be:
1. Advised about appropriate compensation and workplace performance expectations; and
 2. Provided with follow-up to ensure the match is functioning effectively.

CDA Unit: 1 hour of service equals one occurrence.

- D. **Caregiving Emergency Cash/Material Aid** means a *Supplemental Service* that arranges for and provides assistance to caregivers in the form of commodities, surplus food, emergency cash, discount cards, and vouchers that will help meet identified needs associated with an individual *caregiver's responsibilities*.

CDA Unit: 1 "assistance" for one caregiver equals one occurrence.

VI. **Additional Definitions**

Greatest Social Need (GSN) for an older person is defined as an older person having at least two of the following characteristics: handicapped, language/communications barrier, lives alone, or age 75 and over.

Greatest Economic Need (GEN) for an older person is determined by whether the older person's monthly income is at or below the Supplemental Security Income/State Supplemental Program (SSI/SSP) benefit level.

Minorities (MIN) for an older person defined as person age 60+ who identifies with one of the following groups: American Indian/Alaskan Native, Asian/Pacific Islander, African American, Hispanic or Latino.

Minorities of greatest economic need (MIN/GEN) for an older person is defined as someone whose monthly income is at or below the Supplemental Security Income/State Supplemental Program (SSI/SSP) benefit level and who identifies with one of the following groups: American Indian/Alaskan Native, Asian/Pacific Islander, Black or Hispanic.

Service Areas

West County: Kensington, El Cerrito, Richmond, San Pablo, El Sobrante, Pinole, Hercules, Rodeo, Crockett and nearby communities.

Central County: Martinez, Pleasant Hill, Walnut Creek, Alamo, Danville, San Ramon, Concord, Clayton, Pacheco, Lafayette, Moraga, Orinda, and nearby communities.

East County: Bay Point, Pittsburg, Antioch, Oakley, Brentwood, Bethel Island and nearby communities.

Contract Period

The period of time the contracts will cover is July 1, 2015 through June 30, 2016 Contract may be renewed up to two times at the discretion of the Area Agency on Aging, subject to contract compliance, annual re-negotiation, and availability of Federal, State and local funding.

Reporting

Successful bidders who are awarded a contract under this program will provide and enter program, client and other required data into the California Aging Reporting System (CARS) via the Get Care Software Portal maintained by RTZ and Associates under contract with the Contra Costa County Employment and Human Services Area Agency on Aging. Contractor will also provide data for monthly 186 program reports, as well as other reports in the form, time and manner required by the California Department of aging and Contra Costa County.

PROPOSAL SPECIFICATIONS

FAMILY CAREGIVER SUPPORT PROGRAM - TITLE III E

I. SERVICE DELIVERY

- A. Please describe how your agency intends to provide the services specified in Attachment #5, Service Categories, Service Units / Definitions / Examples Please include the following:

1. Units of Service for each specified category;
2. Geographical Area of Service;
3. Program Monitoring;
4. Program Evaluation; and,
5. Number of Clients to be Served:

Provide an estimate of the number of **unduplicated clients**, countywide, to be served during the contract period July 1, 2015 through June 30, 2016. Specify how many clients will be served in each of the three regions of the county and how many clients in greatest economic need (GEN), greatest social need (GSN), minorities (MIN), and minorities in greatest economic need (MIN/GEN) will be served in each region of the county.

- B. Service Units

Refer to attachment #5, Service Categories/ Service Units / Definitions / Examples

II. ORGANIZATIONAL CAPACITY TO PROVIDE SERVICE

Describe your agency's capacity to serve as a provider of FCSP services to older persons in Contra Costa County. (Be sure to identify each sub-section at the top of each page you use.)

- A. Organization Charts

Attach charts of the organization and staff of (1) your agency, and (2) FCSP project within your agency. On the charts, indicate the positions, which will have primary responsibility for the proposed project.

- B. Staff Positions

For each staff position required in accordance with licensing procedures for FCSP, indicate the following: (general requirements, not resumes)

1. Position
2. percentage of time allocated to the FCSP
3. specific responsibilities in the FCSP
4. minimum qualifications including education, training and work experience

C. Office Location and Telephone Accessibility

Describe the location of offices to be used in the FCSP and discuss how staff will be accessible to clients in all regions of the county or a targeted area within the county.

D. Program Administration and Supervision

Explain how you will provide for and implement each of the following:

1. a system for filing, record keeping updating case activities, recording and tracking in-house services;
2. a system of ongoing review and evaluation of work of the FCSP staff to ensure that cases are handled in a timely and appropriate manner;
3. optimum workloads for FCSP staff that are commensurate with their experience and training;
4. availability of back-up staff to handle clients' needs promptly when regularly assigned staff is not available;
5. provision of training appropriate to each staff member's responsibilities, skills and experience;
6. preservation of confidentiality of client records; and,
7. a system for evaluating the FCSP program for quality assurance.

III. ADDITIONAL REVENUE RESOURCES

Describe your plan for using additional revenues to expand the FCSP programs through voluntary client contributions, fundraising, or community support.

IV. OUTREACH/TARGETING

In the Older Americans Act, Congress identified several groups of older persons 60 years old or older, who are to receive special consideration, or as the Older Americans Act states, "preference". These groups include low-income individuals, minorities, limited English-speaking individuals and persons identified as being in greatest economic or social need. Special emphasis on outreach is needed to serve as many of these persons as feasible. Focusing on this population is not intended to prohibit participation by other individuals eligible to receive services under the Family Caregiver Support Program criteria.

Bidders must include a plan for community outreach incorporating the above emphasis as part of their proposal to assure that services reach those older persons identified as being in greatest economic or social need, with particular attention to low-income minority individuals.

V. COORDINATION WITH SENIOR INFORMATION & REFERRAL

Discuss how you will coordinate with the County Area Agency on Aging's Senior Information & Assistance Program.

VI. STAFF EXPERIENCE

Bidders must provide information, including resumes, if available, regarding the experience and qualifications of the staff providing FCSP services and of the staff who supervise. Bidders should document the education, training, and work experience of staff in the following areas:

- A. Medical/social assessment and care planning for frail elderly persons
- B. Providing case plans and case plan monitoring for frail elderly persons
- C. Knowledge of the community based system of care available to frail older persons in Contra Costa County.

VII. PROGRAM INNOVATION

Demonstrate the development of effective and creative approaches to supporting the caregivers. What new approaches will be taken to serve underserved consumers? How will your program model improve the access to these services? Describe any plans for the creative utilization of volunteers.

VIII. PROGRAM COLLABORATION

Provide the details of any collaborative efforts that are incorporated into your service delivery system, which will increase the quality of your service(s) such as Memorandums of Understanding or other informal contracts. Describe any previous activities that have incorporated the expertise of other agencies that may have included planning, outreach and service delivery.

IV. FISCAL SPECIFICATIONS

Bidders will provide the following information requested in Exhibit A, **“Proposed Title III E Program Service Delivery Budget”** in accordance with the instructions below:

Pursuant to California Department of Aging policy, Family Caregiver Support Program contract is to be budgeted by Each Service Category. Bidders are to submit a budget based on the cost of each service delivery category. Your proposal must also specify the number of service units your agency will provide in each category. Service Delivery Categories and service units are found in Attachment #5.

Program Service Delivery Budget

This section is to be used to show the budget for the services for which your agency is applying.

- | | |
|-----------|---|
| Column 1 | Type of Service: This column specifies the Service Category. |
| Column 2 | Type of Service Unit: This column specifies the Service Unit within the specific Service Category. |
| Column 3: | Cost per Service Unit. This column specifies the cost per service unit you will be charging under the contract. |

Column 4: Total # of Units: This column is the total # of Service Units you will be providing under each respective service category.

Column 5: Federal Cost: This column is the cost of services your agency proposes to provide that you are requesting in Federal OAA Title III E funds.

Column 6: Match: This column indicates the non-federal funds your agency must match to receive funding under the Title III E Family Caregiver Support Program. Match may be state funds or private funds. Match may be in-kind or cash match.

Minimum match requirement: Federal participation for Title III E is 75% of the total contract. Example calculation: Contracted amount paid to your agency by County (Federal funds) \$10,000, match calculation is as follows $\$10,000 / .75$. The total contract requirement including match is \$13,333. Match must be reasonable, justifiable and documented.

Column 7: Total Cost: This column is the sum total of column 5 plus column 6.

If salaried personnel are used as an in-kind match, attach a certification that they will be released during work hours to perform the job function described in the proposal. An authorized agency representative must sign this certification.

If space costs are used as match, submit on a separate piece of paper, the prorated cost to the program showing your calculations with the components labeled with "lease/rental cost, use allowance or depreciation, square feet, time periods etc." Attach the justification to Exhibit A Budget.

A. Accounting Systems and Internal Controls

Provide a brief description of the accounting system and include a sample or evidence of existence for:

1. Overall System (accrual, double entry, automated or manual, cost allocation plan and the plan's methodology.)
2. Payroll System
3. Time keeping System
4. Inventory System
5. Ledger System for:
 - a. Receivables
 - b. Payables
 - c. Expenses
 - d. Disbursements
 - e. Petty Cash

B. Administration of Financial System

Provide a copy and/or description of the following:

1. Manual of fiscal procedures and policies.
2. Agency fiscal job descriptions.
3. Fiscal staff responsibilities.
4. Fiscal lines of authority.
5. Fiscal staff's experience.

C. Fiscal Experience and Solvency

Provide:

1. Most recent annual report to the Board of Directors.
2. An audit or audited financial statement. Such statement shall be the most recent and complete audited financial statement available and for a fiscal period not more than 12 months old at time of submission. This statement shall be by an independent, certified public accountant. If a full audit is not available, the Bidder may substitute audited financial statements to include any findings, which will be subject to verification by the Employment and Human Services Department.
3. Current financial statements and letters of credit from related entities.
4. A list of commitments and potential commitments, which may impact assets, lines of credit or otherwise affect the Bidder's ability to perform the Contract.
5. A list of contracts (for like or similar service) completed in last five years showing dates, service, amount, location, contracting agency.
6. Controlling interest in any other firms providing equivalent or similar service.
7. Bidders must disclose any audit findings and steps taken to respond to and correct findings.

Bidder must disclose if Bidder has been debarred and the reasons for the debarment.

PROPOSAL EVALUATION PROCESS

1. Proposals will be evaluated by an Evaluation Team which may draw its members from Employment and Human Services Dept., Aging and Adult Services staff, technical experts outside the County, other County departments, consumers, and the Contra Costa County Advisory Council on Aging. Members of the Evaluation Team will be required to sign a statement addressing conflict of interest in any of the proposals.
2. Members of the Evaluation Team will rate and rank each proposal.
3. The Director of Employment and Human Services Department or designee, will make funding recommendations to the Board of Supervisors.
4. The Board of Supervisors reserves the right to evaluate the proposals before awarding a contract, using the criteria expressed herein, and subsequently award the contract based on full Board evaluation.
5. The following criteria will be used in evaluating all proposals. Points will be awarded only on the basis of information provided in the proposal.

CRITERIA..... POINTS

Service Delivery.....20

Points shall be awarded on the basis of the relevance and clarity of the responses to the service delivery proposal specifications.

Organizational Capacity to Provide Service..... 15

Points shall be awarded on the basis of the Bidder's organizational capacity to provide Family Caregiver Support Services as evidenced by responses to the specifications.

Additional Resources..... 10

Points shall be awarded on the basis of Bidder's ability to provide resources for the Family Caregiver Support Services program above to expand the number of clients served and the services provided.

Outreach/Targeting..... 15

Points will be awarded on the basis of the Bidder's outreach/targeting plan for locating and providing service to those target populations outlined in the proposal specifications.

Coordination..... 10

Points shall be awarded on the basis of the Bidder's plan for coordination with others as outlined in the proposal specifications.

Staff Experience 10

Points will be awarded on the basis of the Bidder's utilization of staff with experience in providing Family Caregiver Support Services.

Budget/Financial Control..... 20

If the proposal does NOT attain a Fiscal Review Evaluation **score of 14 or 70%** of the total available 20 points, it will be **eliminated from further review**. Points will be awarded on the basis of an agency's demonstration of:

- A. compliance with budget specifications;
- B. adequate accounting systems and internal controls;
- C. ability to administer financial system; and
- D. fiscal experience and solvency.

TOTAL..... 100

SAMPLE BUDGET

REQUEST FOR PROPOSAL # 1142 – FISCAL

Title III-E Program Service Delivery Budget

AGENCY: _____ CONTRACT DATES: _____							
Type of Service	Type of Service Unit (SU)	Cost per SU	Total # of Units	Federal Cost	Match	Total Cost	
1. Information Services							
Public Info on Caregiving NR	# of Activities						
Comm.Ed. On Caregiving NR	# of Activities						
2. Access Assistance							
Caregiver Outreach NR	(1) Contact						
Caregiver Info and Assist. NR	(1) Contact						
Caregiver interpretation NR	(1) Contact						
Caregiver Legal Resource NR	(1) Contact						
3. Support Services							
Caregiver Assessment R	(1) Hour						
Caregiver Counseling R	(1) Hour						
Caregiver Peer Counseling R	(1) Hour						
Caregiver Support Group R	(1) Hour						
Caregiver Training R	(1) Hour						
Caregiver Case Manage R	(1) Hour						
4. Respite Care							
In Home Supervision R	(1) Hour						
Homemaker Assistance R	(1) Hour						
In Home Personal Care R	(1) Hour						
Home Chore R	(1) Hour						
Out of Home Day Care R	(1) Hour						
Out of Home Overnight Care R	(1) Hour						
5. Supplemental Services							
Assistive Devices for Caregiving R	# of Devices						

Home Adaptations for Caregiving R	# of Modifications					
Caregiving Services RegistryR	(1) Hour					
Caregiving Emergency Cash/Material Aid R	# of Assistance					
Total Proposed Budget:						

R = Registered Service: Must collect client specific data and report in Get Care

NR= Non Registered Service: Do not have to collect client specific data. Report only aggregate number of services provided in Get Care

EXHIBIT B
REQUEST FOR PROPOSAL #1142
CONTRACT SPECIFICATIONS
AND
INSURANCE REQUIREMENTS

CONTRACT SPECIFICATIONS

Upon acceptance of a proposal and award of a contract by the County Board of Supervisors, the successful bidder will enter into a standard County contract that specifies:

1. Parties to the Contract
2. Effective Dates - **July 1, 2015 through June 30, 2016**
3. Legal Authority
4. Signatories to the Contract
5. Service Specifications and Provisions for Monitoring and Evaluation
6. Fiscal Provisions:
 - a. Cost and definition of a unit of service
 - b. Provisions for audit
 - c. Method of payment to Contractor
7. General Conditions. A copy of County standard contract General Conditions, Exhibit C is attached to this RFP packet and incorporated herein by reference. County General Conditions are county contract requirements.
8. Provisions Related To:
 - a. Insurance and indemnification
 - b. Books, records, reporting
9. Contract Compliance.

Contractor must be fully operational and in full contract
Compliance within 90 days of the beginning date of the contract at which time Contractor's capacity to fulfill contract goals will be evaluated by the Area Agency on Aging.
10. Special Conditions.

Details specific to individual contracts.
11. Insurance.

The County insurance provisions are contained in the General Conditions, Exhibit C attached.

THE COUNTY WILL NOT ISSUE A CHECK FOR REIMBURSEMENT TO A SUBCONTRACTOR unless current acceptable insurance certificate(s) are on file with the County. If an applicant is awarded a contract from the County, a Certificate of Insurance must be provided. This certificate, issued by the insuring agent, must list coverage required by the County, the amounts of coverage, and expiration date. The certificate must also name "Contra Costa County, its officers and employees as additional insured."

Contractors are responsible for renewing coverage and updating written certificates during the contract period. Failure to keep current certification(s) on file will delay payments and could result in contract cancellation.

12. Professional Liability.

Where appropriate, Contractor must provide the County with a certificate of professional liability insurance, naming the County as an additional insured.

EXHIBIT C
REQUEST FOR PROPOSAL #1142
GENERAL CONDITIONS

GENERAL CONDITIONS

1. **Compliance with Law.** Contractor shall be subject to and comply with all applicable federal, state and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor shall keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.

- a. **Retention of Records.** Contractor shall retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this contract's funding period. Upon request, Contractor shall make these records available to authorized representatives of the County, the State of California, and the United States Government.

- b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated there under, Contractor shall, upon written request and until the expiration of four years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that upon written request and until the expiration of four years after the furnishing of services pursuant to such subcontract, the subcontractor shall make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges there under.

This special condition is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor shall include in all documents or written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section shall apply only if the payment limit under this Contract exceeds \$5,000.

5. **Termination and Cancellation.**

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance shall be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
- c. **Cessation of Funding.** Notwithstanding Paragraph 5.a. above, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be developed and set forth in a written Informal Agreement between Contractor and County. Informal Agreements shall be designated as such and shall not be amendments to this Contract except to the extent that they further detail or clarify that which is already required hereunder. Informal Agreements may not enlarge in any manner the scope of this Contract, including any sums of money to be paid Contractor as provided herein. Informal Agreements may be approved and signed by the head of the county department for which this Contract is made or its designee.

8. **Modifications and Amendments.**

- a. **General Amendments.** This Contract may be modified or amended by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
- b. **Administrative Amendments.** Subject to the Payment Limit, the Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not materially change the Payment Provisions or the Service Plan.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

10. **Choice of Law and Personal Jurisdiction.**

- a. This Contract is made in Contra Costa County and shall be governed and construed in accordance with the laws of the State of California.
- b. Any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract shall be deemed amended to assure conformance with such federal or state requirements.

12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, shall not relieve Contractor's obligation to fulfill this Contract as prescribed; nor shall the County be thereby estopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status.** This Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture or association.

15. **Conflicts of Interest.** Contractor, its officers, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by this Contract to influence any governmental decision in which they know or have reason to know they have a financial interest under California Government Code Sections 87100, et seq., or otherwise.

16. **Confidentiality.** Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

- a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.

b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract shall be available to all qualified persons regardless of age, sex, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none shall be used, in whole or in part, for religious worship or instruction.

18. **Indemnification.** Contractor shall defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of Contractor or its agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising through the sole negligence or sole willful misconduct of County or its officers or employees. Contractor will reimburse County for any expenditures, including reasonable attorneys' fees, County may make by reason of the matters that are the subject of this indemnification, and, if requested by County, will defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of Contractor.

19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

a. **Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor shall provide comprehensive liability insurance, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance shall be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this agreement. Said policies shall constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under Contractor's insurance policy or policies. For all contracts where the total payment limit is above \$500,000, the aforementioned insurance coverage to be provided by Contractor shall have a minimum combined single limit coverage of \$1,000,000, and Contractor shall be required to provide County with a copy of the endorsement making the County an additional insured on all general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

b. **Workers' Compensation.** Contractor shall provide workers' compensation insurance coverage for its employees.

c. **Certificate of Insurance.** The Contractor shall provide the County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date

of this Contract. If the Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor shall provide (a) current certificate(s) of insurance.

d. **Additional Insurance Provisions.** The insurance policies provided by Contractor shall include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage.

20. **Notices.** All notices provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County shall be addressed to the head of the county department for which this Contract is made. Notices to Contractor shall be addressed to the Contractor's address designated herein. The effective date of notice shall be the date of deposit in the mails or of other delivery, except that the effective date of notice to County shall be the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions.** Except for Special Conditions which expressly supersede General Conditions, the Special Conditions (if any) and Service Plan do not limit any term of the General Conditions.

22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries.** Notwithstanding mutual recognition that services under this Contract may provide some aid or assistance to members of the County's population, it is not the intention of either County or Contractor that such individuals occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Contract.

25. **Copyrights and Rights in Data.** Contractor shall not publish or transfer any materials produced or resulting from activities supported by this agreement without the express written consent of the County Administrator. If any material is subject to copyright, County reserves the right to copyright, and Contractor agrees not to copyright, such material. If the material is copyrighted, County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

26. **Endorsements.** Contractor shall not in its capacity as a contractor with Contra Costa County publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of the Board

of Supervisors. In its County contractor capacity, Contractor shall not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year ending after December 31, 2003 from any source, Contractor shall provide to County at Contractor's expense an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year ending after December 31, 2003 from any source, but such grant imposes specific audit requirements; Contractor shall provide to County an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year ending after December 31, 2003 from any source, Contractor is exempt from federal audit requirements for that year, however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor shall provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is larger, or the final payment, from Contractor until County receives the audit from Contractor.

28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and perform the obligations herein.

Contra Costa County Area Agency on Aging

Monthly 186 Report Form

(Rev. 10/11)

Family Caregiver Support Program

Type of Report:		<input checked="" type="radio"/> Addition <input type="radio"/> Correction		Report Period Ending (Mo/Yr):	
P S A	Name of Agency Reporting:			Name of Person Completing Report:	
7					
					Total Served*
Section 1 INFORMATION SERVICES				Units	
	Public Information on Caregiving			# Activities	
	Community Education on Caregiving			# Activities	
					Total Served*
Section 2 ACCESS ASSISTANCE				Units	
	Caregiver Outreach			# Contacts	
	Caregiver Information and Assistance			# Contacts	
	Caregiver Interpretation/Translation			# Contacts	
	Caregiver Legal Resource			# Contacts	
					Total Served*
Section 3 SUPPORT SERVICES				Units	
R	Caregiver Assessment			# Hours	
R	Caregiver Counseling			# Hours	
R	Caregiver Peer Counseling			# Hours	
R	Caregiver Support Group			# Hours	
R	Caregiver Training			# Hours	
R	Caregiver Case Management			# Hours	
					Total Served*
Section 4 RESPITE CARE				Units	
R	Respite In-Home Supervision			# Hours	
R	Respite Homemaker Assistance			# Hours	
R	Respite In-Home Personal Care			# Hours	
R	Respite Home Chore			# Hours	
R	Respite Out-of-Home Day Care			# Hours	
R	Respite Out-of-Home Overnight Care			# Hours	
					Total Served*
Section 5 SUPPLEMENTAL SERVICES				Units	
R	Assistive Devices for Caregiving			# Devices	
R	Home Adaptations for Caregiving			# Modification	
R	Caregiving Services Registry			# Hours	
R	Caregiving Emergency Cash/Material Aid			# Assistance	
I certify this report is correct and completed to the best of my knowledge.			Signature		Date